

12R-94

MOTION TO AMEND NO. 1

I hereby move to amend Bill No. 12R-94 in the following manner:

1. Replace page 2 of the Contract Agreement with the attached page 2

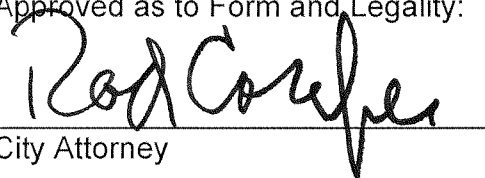
which includes the following language:

Agreement to full proposal with the exception that the \$25.00 wait fee  
listed in the response to Attribute No. 24 shall not be charged to City or  
General Public. The City of Lincoln shall not be liable for any of the other  
additional fees listed in Attribute No. 24.

Introduced by:

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Approved as to Form and Legality:

  
City Attorney

Requested by: Vince Mejer, Purchasing Agent

Reason for Request: To clarify that neither the General Public nor the City will be charged fees for wait times. Additionally, the City will not be charged any of the other fees listed in the response to Attribute No. 24.

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between Capital Towing, Inc., 101 Charleston St., Lincoln, NE 68508, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **City of Lincoln Towing and Storage Services, Bid No. 12-006** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal with the exception that the \$25.00 wait fee listed in the response to Attribute No. 24 shall not be charged to the City or General Public. The City of Lincoln shall not be liable for any of the other additional fees listed in Attribute No. 24.**

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner:

**The City and General Public will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City and General Public shall order towing, storage and other services according to the Specifications on an as-needed basis for the duration of the contract. All City Owned vehicles under 4 tons will be towed at no cost to the City while all other City Owned vehicles will be towed according to the Line Item pricing.**

**The Contractor agrees to pay the City an annual fee of \$72,000.00 per year, payable in equal quarterly payments of \$18,000.00 for the lease of the City Impound Lot located at 101 Charleston Street, Lincoln, NE.**